

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Vision, Inc.		06/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	Bank of Ireland Corporate Banking		
Internal Address:	Head Office, B-1, Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	Banking Company: IRELAND		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2785636	440LENS.COM	
Serial Number:	78881973	ACTIVELITE	
Serial Number:	78401878	CUSTOMLITES	
Serial Number:	78881984	DURASHIELD	
Registration Number:	2435589	DURAVIEW	
Registration Number:	2217080	ELI	
Registration Number:	2653271	EYE ROCK CLUB	
Registration Number:	2312653	EYECARE LEASING	
Registration Number:	2821249	EYES RITE	
Registration Number:	2379850	EZ LITE	
Registration Number:	1921730	GIORGIO VINCENTE	
Registration Number:	1921729	GIORGIO VINCENTE	
Registration Number:	2314880	HEARTLAND COLLECTION	
Registration Number:	2719004	NATIONAL VISION	

CH \$690.00 2785636

900056542

TRADEMARK  
REEL: 003377 FRAME: 0783

Registration Number:	2719005	NATIONAL VISION INC
Registration Number:	2721008	NATIONAL VISION OPTICAL
Serial Number:	78881989	NEVERGLARE
Serial Number:	78693880	OLIVIA MICHAELS
Registration Number:	1920747	ROBERT LATOUR
Registration Number:	2042507	SMART BUYS
Registration Number:	2547475	SUREVALUE
Registration Number:	2486436	SUREVALUE
Registration Number:	2796421	VISTA EYECARE NETWORK
Registration Number:	2406161	VISTA OPTICAL
Registration Number:	2406160	VISTA OPTICAL
Registration Number:	2615598	ZEROLINE
Registration Number:	2218396	ELI

#### CORRESPONDENCE DATA

Fax Number: (202)585-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-585-8264  
 Email: sfreedman@nixonpeabody.com  
 Correspondent Name: Susan M. Freedman, Esq.  
 Address Line 1: Nixon Peabody LLP  
 Address Line 2: 401 9th Street, N.W., Suite 900  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	042877-7
-------------------------	----------

#### DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	Susan M. Freedman
--------------------	-------------------

Signature:	/susan m. freedman/
------------	---------------------

Date:	08/25/2006
-------	------------

Total Attachments: 6

source=TM Security- National Vision, Inc. to Bank of Ireland#page1.tif  
 source=TM Security- National Vision, Inc. to Bank of Ireland#page2.tif

**TRADEMARK**  
**REEL: 003377 FRAME: 0784**

source=TM Security- National Vision, Inc. to Bank of Ireland#page3.tif  
source=TM Security- National Vision, Inc. to Bank of Ireland#page4.tif  
source=TM Security- National Vision, Inc. to Bank of Ireland#page5.tif  
source=TM Security- National Vision, Inc. to Bank of Ireland#page6.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8<sup>th</sup> day of June, 2006 by National Vision, Inc., a Delaware corporation ("Grantor") in favor of The Governor and Company of the Bank of Ireland, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, certain Guarantors named therein and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Grantee and certain other obligors (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of itself and Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Credit Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of  
the date first written above.

NATIONAL VISION, INC.

By: 

Name: Mitchell Goodman  
Title: Sr. Vice President, General  
Counsel & Secretary

Agreed and Accepted  
As of the Date First Written Above

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATIONAL VISION, INC.

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted  
As of the Date First Written Above

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,  
as Administrative Agent

By: Mal Mc Goh  
Name:  
Title:

By: Ross D. Catlin  
Name:  
Title:

**SCHEDULES TO  
TRADEMARK SECURITY AGREEMENT**

**National Vision, Inc.**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
440LENS.COM	76/416,812	6/4/2002	2,785,636	11/25/2003
ACTIVELITE (word)	78/881,973	5/11/2006	IP	
CUSTOMLITES	78,401,878	4/14/2004	IP	
DURASHIELD (word)	78/881,984	5/11/2006	IP	
DURAVIEW (word)	75/468,178	4/15/1998	2,435,589	3/13/2001
ELI & design	75/331,638	7/28/1997	2,218,396	1/19/1999
ELI (word)	75/331,508	7/28/1997	2,217,080	1/12/1999
EYE ROCK CLUB (word)	76/089,439	7/17/2000	2,653,271	11/26/2002
EYECARE LEASING (word)	75/529,326	8/3/1998	2,312,653	1/25/2000
EYES RITE (word)	78/211,460	2/6/2003	2,821,249	3/9/2004
EZ LITE (word)	75/316,257	6/27/1997	2,379,850	8/22/2000
GIORGIO VINCENTE (stylized)	74/575,248	9/19/1994	1,921,730	9/26/1995
GIORGIO VINCENTE (word)	74/575,247	9/19/1994	1,921,729	9/26/1995
HEARTLAND COLLECTION (word)	75/319,939	7/7/1997	2,314,880	2/1/2000
NATIONAL VISION (word)	76/418,238	6/15/2002	2,719,004	5/27/2003
NATIONAL VISION INC. (logo)	76/418,240	6/15/2002	2,719,005	5/27/2003
NATIONAL VISION OPTICAL (logo)	76/418,239	6/15/2002	2,721,008	6/3/2003
NEVERGLARE (word)	78/881,989	5/11/2006	IP	
OLIVIA MICHAELS (word)	78/693,880	8/16/2005	IP	
Robert LaTour (stylized)	74/416,786	7/26/1993	1,920,747	9/19/1995
SMART BUYS (word)	75/008,457	10/23/1995	2,042,507	3/4/1997

DAI\44640701\9KG7011.DOC\64981.0001



Mark	Application No.	Application Date	Registration No.	Registration Date
SUREVALUE (word) (for glasses)	75/044,426	1/16/1996	2,547,475	3/12/2002
SUREVALUE (word) (for lenses)	75/324,077	7/14/1997	2,486,436	9/11/2001
VISTA EYECARE NETWORK	75/442,858	3/2/1998	2,796,421	12/23/2003
VISTA OPTICAL	75/867,352	12/10/1999	2,406,161	11/21/2000
VISTA OPTICAL	75/867,351	12/10/1999	2,406,160	11/21/2000
ZEROLINE (word)	75/044,428	1/16/1996	2,615,598	9/3/2002